Remarks/Arguments

Claims 1, 3-4, 8-10, 12-16, 18-21 and 24-28 are in this application. Claims 2, 5-7, 11, 17 and 22-23 are canceled by this amendment. Claims 27-28 are added by this amendment, and support for these claims is found at least in ¶ 0046 of the Specification. Claims 1, 16, 20 and 27 are in independent form. No new matter is added by way of this amendment.

Claim Rejection 35 USC § 102

Claims 1-4, 6-9, 13-16, 20, 21, and 23-26 stand rejected under 35 USC 102(b) as being anticipated by US 3,209,837 to Freedman (Freedman).

Claim 1

Among other limitations, claim 1 as amended requires "wherein the flexible sheet is folded into multiple layers such that the layers overlap." Applicant describes a folded sheet with overlapping layers to include a "front to back layering… as illustrated by the folded configuration of foil 6 in FIGS. 3, 4, 5, 6, 7 and 11" (Specification at ¶ 0039). Nowhere does Freedman teach a folded sheet, nor does he teach folding the sheet. Instead, Freedman teaches a fire extinguishing means "in the form of a roll 52" (Freedman at col. 2, lines 24-64 and FIGS. 1-3), and further describes that that the roll is "rolled up" before being secured (Id.).

A roll is not a folded sheet. A roll is "rolled up" while the claimed flexible sheet is folded. Also, they behave quite differently when unrolled or unfolded. Applicant describes that "[t]he action of unfolding the [folded] foil slows the decent rate of the dry agent and directs the dry agent in the controlled manner covering both the front and the rear burners with the dry agent" (Specification at ¶ 0022 and FIG. 1). In contrast, as the roll of Freedman unwinds, "the fire extinguishing powder 54 retained between the convolutions thereof is thrown and dispersed laterally and downwardly by this unwinding action as a cloud throughout the space which the hood overlies" (Freedman at col. 2, lines 53-56, and FIG, 1). Freedman therefore does not anticipate claim 1 as amended.

Claims 16 and 20

Among other limitations, claim 16 as amended includes "providing a housing including therein a dry fire suppression agent between folded layers of a flexible sheet." Likewise, claim 20 as amended includes the limitation of "folding the flexible sheet with the fire suppression agent placed between the layers of folds." For the same reasons as discussed above with respect to claim 1, Freedman does not teach *folding* a flexible sheet or a sheet with *folded* layers or folds.

Claims 27 and 28

Among other limitations, claim 27 includes "a flexible sheet for being rolled up within the cavity with the cover in the closed position ... wherein the flexible sheet includes at least one pocket for containing the fire suppression agent." Although Freedman does teach a roll up sheet, he does not teach that the sheet has at least one pocket. Instead, Freedman teaches that powder is "incorporated between the successive convolutions of the roll" (Freedman at col. 2, lines 29-34) and that the powder is "loosely maintained between the convolutions of the roll" (col. 2, lines 36-38). As shown in FIGS. 2, 3 and 6 of Freedman, "convolutions" are simply layers of the roll. Nowhere does Freedman describe or show pockets as described by Applicant in ¶ 0046 or FIG. 11 of Applicant's specification and as required by the claims. Moreover, Applicant submits that one of ordinary skill in the art would not understand convolutions, or layers of a roll, to be pockets.

Claim 28 further distinguishes of Freedman by requiring that the pocket "includes a tube with an opening at one end of the flexible sheet for releasing the fire suppression agent from the opening of the tube at the end of the flexible sheet is unrolled." The roll of Freedman is not a tube and does not have an opening at one end of the flexible sheet. Instead, Freedman teaches that "as the rolls 52 unwinds, the fire extinguishing powder 54 retained between the convolutions thereof is thrown and dispersed laterally and downwardly by this unwinding action as a cloud throughout the space which the hood overlies" (col. 2, lines 53-56). The roll of Freedman has no opening at the end of the sheet, but instead generally opens as the roll unwinds. Freedman does not teach the limitation of a tube and therefore cannot anticipate this claim.

Claim Rejection 35 USC § 103

Claims 5, 10-12, 17-19, and 22 stand rejected under 35 USC 103(a) as being unpatentable over Freedman.

All current claims, besides claims 27-28, generally include the limitation of the flexible sheet being folded into multiple, overlapping layers. The Examiner acknowledges that "Freedman does not appear to disclose" this limitation. However, the Examiner asserts that it would have been a matter of obvious design choice to fold the sheet instead of roll it because "it would still carry out the same function of dispersing the fire suppression agent when the sheet unravels downwardly." Applicant respectfully disagrees.

When the claimed structure performs differently from the prior art, a finding of obvious design choice is precluded. *In re Gal*, 980 F.2d 717, 719 (Fed. Cir. 1992) (finding of obvious design choice precluded when claimed structure and the function it performs are different from the prior art).

Applicant submits that it would *not* have been a simple matter of design choice to fold the sheet instead of roll it because the function a folded sheet performs is different from a roll. Freedman teaches that "as the rolls 52 unwinds, the fire extinguishing powder 54 retained between the convolutions thereof is thrown and dispersed laterally and downwardly by this unwinding action as a cloud throughout the space which the hood overlies" (Freedman at col. 2, lines 53-56, and FIG, 1). In contrast to the cloud created by an unwinding roll, an unfolding sheet behaves quite differently. Applicant describes that"[t]he action of unfolding the [folded] foil slows the decent rate of the dry agent and directs the dry agent in the controlled manner covering both the front and the rear burners with the dry agent" (Specification at ¶ 0022 and FIG. 1). In other words, the folded sheet as claimed directs and controls the delivery of its contents, where the roll of Freedman simply creates a cloud. Perhaps this difference can be most clearly seen in the respective FIG. 1 of both Applicant's and Freedman's disclosures, which illustrate the comparatively undirected and uncontrolled dispersion of an "unrolling" sheet to a controlled and directed dispersion of an "unfolding" sheet.

Applicant also notes that, because of this distinction, Freedman configures one of his "rolls" to be placed over both *front* burners and both *back* burners, instead of between a front and

a back burner. As one of ordinary skill in the art would recognize, this is due to the fact that an unrolling roll generally disperses its contents in a *single* direction, as opposed to an unfolding sheet which is capable of dispersing its contents in separate and different directions. Applicant directs the Examiner to ¶ 0038 of the Specification which clearly states that "[a]s the foil and dry fire suppression agent descends, the energy of this falling mass unfolds the foil guiding and dividing the fire suppression materials in opposite directions, and into smaller units."

Regarding claim 10, the Examiner asserts that "having the agent to be alternatively distributed in different directions would have been a matter of design choice depending on the placement of the agent along the flexible sheet." For the reasons discussed above, Applicant submits that it could not have been a matter of design choice to substitute a folded sheet for a roll by placing the fire suppression agent along different places on the roll because a roll and a folded sheet function differently. In a roll, or a sheet that is rolled up instead of folded, there is only *one* possible placement option available for placing the fire suppression agent, as would be obvious to one of ordinary skill in the art. Therefore, a roll as described by Freedman cannot "distribute the fire suppression agent alternatively in different directions" as required by the claim.

All Remaining Claims

Applicants submit that the remaining claims, being dependent from claims that are allowable for reasons stated above, are also allowable. Accordingly, Applicant requests that the objections to these remaining claims also be withdrawn.

Conclusion

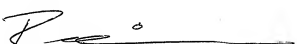
It is believed that all of the pending issues have been addressed. However, the absence of a reply to a specific objection, issue, or comment does not signify agreement with or concession of the rejection, issue, or comment. In addition, because the arguments made above may not be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this reply should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this reply, and the amendment of any claim does not necessarily signify concession of unpatentability of the claim prior to its amendment.

If the Commissioner determines that any additional fees or extensions are required, Applicant request that such extensions be granted and any fees be charged to Deposit Account 50-1635.

Applicant submits that all claims in the application are now in condition for allowance, and Applicant respectfully requests that a timely Notice of Allowance be issued in this case.

Respectfully submitted,

Date: 1/15/2010



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